Staff Summary Report

T Tempe

To: Mayor & City Council

Through: City Manager

Agenda Item Number _30_

Meeting Date ___7/19/2001___

SUBJECT: MISCELLANEOUS

PREPARED BY: STEVE HORSTMAN, ENGINEERING ASSOCIATE (x8817)

REVIEWED BY: NEIL MANN, DEPUTY PW MANAGER/CITY ENGINEER (x8250)

BRIEF: Authorize execution of a development agreement with Wendy's International, Inc. for modification of the traffic signal at Baseline Road and Darrow Drive.

COMMENTS: **TRAFFIC SIGNAL MAINTENANCE ADM (1105-05)** Authorize execution of a development agreement with Wendy's International Inc. for the modification of the traffic signal at Baseline Road and Darrow Drive.

Document Name: (20010719PWDR06) Supporting Documents: Yes

SUMMARY: Wendy's International is building a new restaurant on the south side of Baseline Road directly across from Darrow Drive. The configuration of their new driveway location requires modifications to the existing traffic signal. Wendy's International Inc. agrees that this modification benefits their new development and will agree to deposit the necessary funds to complete this work.

FISCAL NOTE:
The Developer will deposit sufficient funding for this work.

RECOMMENDATION:
That the City Council authorize execution of a development agreement with Wendy's International, Inc. for the modification of the traffic signal at Baseline Road and Darrow Drive and authorize the Mayor to execute all necessary documents.

Approved by Howard C. Hargis, Public Works Director

WENDY'S INTERNATIONAL, INC.
DEVELOPMENT AGREEMENT
TRAFFIC SIGNAL REMODEL AT THE INTERSECTION
OF BASELINE ROAD AND DARROW DRIVE

C 2001-____

This Development Agreement was executed as of the _____day of _____, 2001, by and between the CITY OF TEMPE, ARIZONA, an Arizona municipal corporation (which, together with any successor, public body or officer hereafter designated by or pursuant to law, is hereinafter referred to as "City"), and WENDY'S INTERNATIONAL, INC. (hereinafter referred to as "Developer").

R E C I T A L S:

WHEREAS, Developer is desirous of modifying the traffic signal at the intersection of Baseline Road and Darrow Drive.

WHEREAS, City is willing to make the traffic signal modifications at this location if the Developer agrees to pay all associated costs.

NOW, THEREFORE, for the consideration set forth in this agreement, the sufficiency of which is acknowledged by the parties, the City and Developer hereby agree as follows:

1. The City estimates that the cost of the traffic signal improvements to be the amount of $49,301.00, which includes labor, equipment and materials as set forth is **Exhibit "A"**, a copy of which is attached hereto and incorporated herein. Within five (5) business days after execution of this Agreement by the City, the Developer shall cause the amount of $49,301.00 (the "Deposit") to be deposited with the City.

2. In the event that the amount of the Deposit is not sufficient to pay in full the cost of the traffic signal improvements, the Developer shall agree to pay the amount of such deficiency to the City within thirty (30) days after receipt by the Developer of written notice from the Traffic Engineering Division of the City of said deficiency.

3. Subject to the receipt of the Deposit, the City shall commence construction of the traffic signal and shall complete the work within 60 calendar days thereafter. The City will diligently prosecute the improvement of the traffic signal to completion, subject to events of force majeure (excluding financial inability). The City shall be entitled to disbursement of sums from the Deposit as required to pay for the cost of construction.

4. Any portion of the Deposit remaining upon completion of construction of the traffic signal will be refunded by the City to the Developer within thirty (30) days following completion.

5. The Developer shall have the right to review the records of the City in respect to the appropriateness of charges against the Deposit. The City shall cooperate with the Developer in any dispute that may arise out of such accounting review.

6. Unless otherwise specifically provided herein, all notices, demands, or other communications given hereunder shall be in writing and shall be deemed to have been duly delivered upon personal delivery or of the second business day after mailing by United States mail, postage prepaid, by registered or certified mail, return receipt requested, addressed as follows:

To City:	City Manager City of Tempe 31 East Fifth Street 3rd Floor Tempe, AZ 85281
Copy to:	City Attorney City of Tempe 31 East Fifth Street Tempe, AZ 85281
To Developer:	Wendy's International, Inc. 1600 W. Broadway Suite #160 Tempe, AZ 85282

IN WITNESS WHEREOF, City has caused this Agreement to by duly executed in its name and behalf by its Mayor and its seal to be hereunto duly affixed and attested by its City Clerk, and Developer has signed same, on or as of the day and year first above written.

CITY OF TEMPE, ARIZONA, an Arizona municipal corporation

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

WENDY'S INTERNATIONAL, INC.

JERRY W. HENTON

By: _____

Its: DIVISION CONST. MANAGER

EXHBIT "A"

ITEM LIST FOR TRAFFIC SIGNAL REMODEL

LOCATION: BaselineRd. & Darrow Dr.

ITEM	UNIT	QUANTITY	UNIT COST	COST
1	2" conduit	LF	0	$ 6.00	$0
2	2 1/2" conduit	LF	50	$ 6.00	$300
3	3" conduit	LF	100	$ 6.00	$600
4	1 1/2" conduit detection loop stubout	LF	30	$ 6.00	$180

* To have these conduits installed will require a boing method of installation. This method is used under a roadway that is in service.

ITEM	UNIT	QUANTITY	UNIT COST	COST
6	3'x10' bike loop detector	EA	0		
7	6' x 8' loop detector	EA			
8	6' x 20' loop detector	EA	2	$ 400.00	$800
9	6' x 40' loop detector	EA			

* items 6-9 are estimated from a contractor's bid and include all labor and material costs

ITEM	UNIT	QUANTITY	UNIT COST	COST
10	Modular Q Pole w/ 45' signal mast arm and 3'-6" luminaire arm	EA	1	$15,450.96	$15,451
11	Modular Q-Pole w/35'signal mast arm	EA	1	$ 9,777.00	$9,777
12	Modular AO-1Structure	EA	1	$ 762.00	$762
13	Modular AO-3 Structure	EA	2	$ 1,080.00	$2,160
14	Foundation T-572	EA	1	$ 2,410.00	$2,410
15	Foundation T-571	EA	1	$ 2,115.00	$2,115
16	Foundation T-570	EA	0	$ -	$0
17	Foundation Type IV Control Cabinet	EA	0	$ 600.00	$0
18	#5 PullBox	EA	0	$ -	$0
19	#7 PullBox	EA	1	$ 295.00	$295
20	55" Pedestrian Push Button Poles	Ea	1	$ 120.00	$120
21	Type F signal head w/ LED light (grn,red)	EA	4	$ 623.00	$2,492
22	Type C signal head w/ LED light (grn,red)	EA	4	$ 382.00	$1,528
23	Type H signal head w/ LED light (grn,red)	EA			
24	Type Q signal head w/ LED light (grn,red)	EA			
25	Person/Hand signal face	EA	6	$ 225.00	$1,350
26	Ped. push button and sign	EA	6	$ 36.50	$219
27	Luminaire: 250W, 120V	EA	2	$ 247.00	$494
28	Illuminated sign (2 panels)	EA	0	$ 1,600.00	$0
29	2-way opticom detector	EA	0	$ 345.00	$0
30	Photo cell	EA	0	$ 10.00	$0
31	Econolyte Type II controller (complete)	LS	0	$ 13,400.00	$0
32	42 Conductor cable (IMSA 19-1)	LF	120	$ 2.00	$240
33	AWG #14		100	$ 0.05	$5
34	16 conductor cable (IMSA 19-1)	LF	40	$ 0.68	$27
35	AWG #14		120	$ 0.13	$16
36	THHN white AWG #8 (neutral)	LF			

37	THHN Cu AWG #10 (blue)	LF	120	$	0.07	$8	
38	luminaire circuit AWG #12 Cu	LF	0	$	0.07	– $0	
39	Bare bond AWG #8 Cu	LF	120	$	0.10	$12	
40	preemption cable (opticom wire)	LF	0	$	0.14	$0	
41	AWG #20/3						
42	PEC #12	LF		$	0.05	$0	
43	City Labor	HR	150	$	39.23	$5,885	
44	Signal technician	HR	3	$	39.23	$118	
45	Patrolman to control intersection	HR	8	$	42.00	$336	
46	Utility Location	To be Determined					
47	Rental Equipment - crane	HR	8	$	95.00	$760	
48	Rental Equipment - flatbed trucks	HR	8	$	52.00	$416	
49	Signal Design Services	HR	10	$	42.58	$426	
	TOTAL COST					**$49,301**	
	LS = lump sum						
	LF = linear feet						
	EA = each						
	HR = hour						